

TERMS AND CONDITIONS

1. VALIDITY

We deliver and assemble exclusively according to the following general terms and conditions of sale, delivery and payment. Regardless of whether the individual case is a sales, work and services or work and material contract.

These general terms and conditions of sale, delivery and assembly apply to all of our offers and sales, including reorders as well as orders placed by telephone, telegraph or digital.

We do not accept customer's terms and conditions.

2. CONTRACT CONCLUSIONS AND CHANGES.

Our offers are always non-binding. We expressly reserve the right to prior sale of the types and quantities indicated as in stock. The documents belonging to an offer, such as illustrations, drawings, weights and dimensions, are only approximate unless these are expressly designated as binding. We reserve the right of ownership and copyright to quotations, drawings and other documents. These shall not be copied to any third parties. The contract is only concluded by our written order confirmation, provided that we confirm the transaction by telephone or verbal agreement and that the customer is a fully qualified merchant. This does not apply if such consent of the customer is unlikely to be forthcoming or if the customer contradicts immediately. Subsidiary agreements, amendments or the assurance of properties are only effective if they are mentioned in the order confirmation.

3. PRICES

Unless our payment is firmly agreed, our prices valid on the day of delivery or our rates valid on the day of assembly are decisive. Prices are ex works and plus the respective statutory value added tax. Additional costs for packaging, transport, insurance and the like are not included in the prices. We do not accept returned packages. We are entitled to charge minimum invoice amounts or surcharges for small quantities on bills of less than 50 Euros. All secondary jobs such as electrical installations, masonry, mortising, plastering, carpentry, painting and similar work are not included to our offer and shall be charged separately.

4. PAYMENT

Unless other terms are agreed, our invoices are payable immediately upon the date of the invoice, without deduction. In case of delay of payment we demand a default interest to the value of 4,5% above the current discount rate of the Deutsche Bank, but at least 9% per year. Our right to claim further damages shall remain unaffected. Payment instructions or bills of exchange shall not be accepted. If installment payment has been agreed and the customer is in default on the payment of two consecutive installments or only partially, the entire remaining amount shall be due immediately. Payments are only considered to be effected by the time the total amount is at our disposal. The customer is only entitled to credit undisputed and legally established claims against any claims resulting from this contract. In principle, foreign deliveries shall be paid in advance.

5. DELIVERY

Delivery and installation assembly periods do not start until we agreed with the customer on all details and sales conditions. Details on completion and delivery dates can only be considered as approximate. The delivery period shall be reasonably extended in cases of force majeure or other unforeseeable events, such as delayed deliveries, breakdowns, strikes and government measures, no matter whether these events occur at our premises or those of our suppliers or subcontractor. If the determined delivery date is delayed by more than twelve weeks, the customer may withdraw from the contract after a written 4 weeks extension period.

All claims for damages due to delayed delivery are excluded.

We are entitled to withhold our services as long as the customer does not fulfil his obligations under this or other contracts with us or any other legal reason. If agreed on a delivery term of more than two months, we are entitled to adjust the prices due to meanwhile occurred increases in wages or material costs. We are entitled to provide partial services.

6. TRANSFER OF RISK

Delivery and dispatch is at the customer's cost and risk. We choose shipping method and dispatch route. We shall not be liable for insuring the goods against transport damage. The risk shall be transferred to the customer at the latest with the dispatch of the delivery parts, also in case of partial deliveries. This shall also apply in case we bear the shipping costs or the cartage. If the delivery is delayed as a result of circumstances beyond our control, the risk shall transfer to the customer latest at the time the shipment is announced. Delivered objects shall be accepted by the client, even if they are defective, without prejudice for his rights.

7. TRANSPORT DAMAGE

The customer has to immediately report damages or losses caused during transport and has to leave the consignment for inspection by the carrier or insurer to be viewed as soon as possible. This also applies, if a transport damage does only become apparent at the time the goods are unpacked.

8. ASSEMBLY AND INSTALLATION

We assume no liability for the loadbearing capacity of the grounds or the building site or other suitability of the installation site. All masonry, concreting, drainage and painting jobs, electrical installations and other secondary jobs are in the responsibility of the customer. During conveyance, assembly and installation of heavy parts and other heavy machine parts, the customer has to provide free assistants as well as any necessary mobile lifting devices and scaffoldings for our technicians.

9. WARRANTY

We are liable at our discretion for defects of the delivery item for 12 months from the date of transfer by repair or replacement.

A reduction is excluded, unless the seller is not able to cure the defect. We have to be immediately informed in writing about any defect. The customer is required to provide evidence of any defect. Defective parts which have been replaced, shall be made available to us and shall be our property.

No warranty is given for damage resulting from any of the following causes: inappropriate or improper use, defective installation or putting into operation by the purchaser or any third party, natural wear, incorrect or negligent handling, unsuitable operating materials and replacement parts.

No warranty is given for damage resulting from stress and strain on the delivery item, whose scope was not mentioned to us. The customer has to immediately inform us about the repairs and replacement deliveries which appear to be necessary.

The customer shall allow us the necessary time period and give us the opportunity to rectify the defect, otherwise we shall be released from the warranty. Only in urgent cases where there is a risk to operational safety and there has to be avoided disproportionate further damage, whereby we have to be informed, or in case that we are in delay of removing the defect, the customer has the right to remove the defect by himself or through a third party and to demand the compensation of the costs incurred.

We carry the direct costs created by the repair or replacement delivery – insofar as the complaint has proven to be justified – also the costs for the replacement part including the shipment.

If the complaint has proven to be justified, we carry the costs for the replacement part including the shipment, which were created by the repair or replacement delivery. Any other costs shall be at the customer's expense. Travel expenses will not be refunded. The warranty lapses, if the purchased item is modified by a third party or by installation of parts from third parties and the damage is caused by such modification.

The warranty expires, if the customer does not follow our operating instructions. Natural wear, tear and damages, which are caused by negligence or incorrect handling are excluded from the warranty.

Further claims on the part of the customer, especially any claims for compensation for damages, which do not result from the delivery item itself are excluded.

We do not grant any warranty for material provided by the customer or acquired on the basis of specifications predetermined by the customer or for designs predetermined by the client.

For the sale of used goods we do not give any warranty.

10. COMPLAINTS

about obvious defects or about incomplete or incorrect deliveries, are to be notified to us in writing without undue delay, but within 8 days after acceptance of the delivered item latest.

If this deadline is missed, our service is considered in accordance with the contract. We reserve the right to modify the construction or form of the delivery item and are not to be claimed, provided the delivery item is not changed substantially and the changes are reasonable for the customer.

11. TERMINATION and ASSIGNMENT

There is no right for the customer to terminate the agreement at any time. If the financial situation of the customer deteriorates essentially, if bankruptcy or settlement proceedings are opened against its asset, we are entitled to withdraw from the contract. The customer may not assign the rights from this contract without our permission.

12. RESERVATION OF OWNERSHIP

We retain the title to any delivered items until complete settlement of any claims arising from the business relationship. As long as we retain ownership the customer may only dispose over the object of delivery in the usual business dealings.

Additional dispositions, especially disposals, transfer by way of security, pledging or use as asset assignment or processings are not permitted without our express written approval.

In case of a sale of the item or any other disposition over it, the customer assigns to us any sort of claims resulting therefrom.

In this way, all rights are also assigned to us in advance, if the delivery item is combined with other variable things so that it becomes a separate article and if this article becomes main object or if the delivery item is damaged, defective or gets lost. If the delivery item is confiscated or affected by other disposition of third parties or if such disposition is imminent during the existing reservation of ownership, the customer has to

immediately notify us of any such proceedings and shall take all appropriate steps to repeal these measures.

The customer may not dispose of the items that are subject to reservation of ownership from the moment of default in payment, suspension of payments or any other risk.

Then the customer has to return the supplied items freight prepaid on our request.

The transfer of risk upon dispatch or readiness for dispatch is not affected by the reservation of ownership.

13. PROPERTY RIGHTS

If we have to deliver according to drawings, models, samples or using parts provided by the customer, the customer is responsible for ensuring that protective rights of third parties are not infringed.

The customer releases us from any claims of third parties and has to compensate any damages as well as costs for expenditures. In case the customer is forbidden by a third party to perform, manufacture or deliver under reference to a copyright, we are entitled to stop work and demand replacement for his expenses – without examination of the legal situation.

14. PLACE OF PERFORMANCE, JURISDICTION, CHOICE OF LAW

All services and supplies are exclusively subject to German Law. Place of performance is Weidenbach. Place of jurisdiction for both parties is the office and regional court responsible for Ansbach.